

## CONSENT DECREE

## **TABLE OF CONTENTS**

I.	<u>BACKGROUND</u>	1
II.	<u>JURISDICTION AND VENUE</u>	2
III.	<u>PARTIES BOUND</u>	2
IV.	<u>DEFINITIONS</u>	2
V.	<u>COMPLIANCE</u>	5
VI.	<u>INSPECTIONS</u>	6
VII.	<u>CIVIL PENALTY</u>	7
VIII.	<u>LATE PAYMENT OF CIVIL OR STIPULATED PENALTY</u>	8
IX.	<u>FORCE MAJEURE</u>	9
X.	<u>DISPUTE RESOLUTION</u>	11
XI.	<u>PUBLIC ACCESS TO INFORMATION</u>	12
XII.	<u>NOTICE</u>	12
XIII.	<u>GENERAL PROVISIONS</u>	13
XIV.	<u>RETENTION OF JURISDICTION</u>	14
XV.	<u>TERMINATION</u>	14
XVI.	<u>PUBLIC COMMENT</u>	15
XVII.	<u>SIGNATORIES</u>	15

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No.
	)	
EDWARDS OIL SERVICE, INC.,	)	
	)	
Defendant.	)	
_____	)	

**CONSENT DECREE**

**I. BACKGROUND**

WHEREAS, Plaintiff, the United States of America, on behalf of the Administrator of the United States Environmental Protection Agency (hereinafter "EPA") has filed a Complaint asserting claims against Edwards Oil Service, Inc. (hereinafter "Defendant" or "EOS") pursuant to the Solid Waste Disposal Act, also known as the Resource Conservation and Recovery Act, ("RCRA"), 42 U.S.C. §§ 6901 et seq.; and the Federal Water Pollution Control Act, also known as the Clean Water Act, ("CWA"), 33 U.S.C. §§ 1251 et seq.; and

WHEREAS, the Complaint alleges, *inter alia*, that Defendant violated the requirements of RCRA and the CWA and the regulations promulgated thereunder applicable to Defendant's used oil processing facility located at 530 South Rouge, Detroit, Michigan ("Facility"); and

WHEREAS, Defendant denies the allegations in the Complaint; and

WHEREAS, by their respective undersigned representatives, Plaintiff and Defendant, having agreed that settlement of this action has been negotiated by the parties in good faith and that this Consent Decree is fair, adequate, reasonable, consistent with applicable law and in the public

interest, and that entry of this Consent Decree without further litigation is the most appropriate means of resolving this action; and

WHEREAS, Plaintiff and Defendant having asked this Court to enter this Consent Decree; and

WHEREAS, the Court having determined that this Consent Decree is fair, adequate, reasonable, consistent with applicable law and in the public interest;

NOW, THEREFORE, before taking any testimony, upon the pleadings, without adjudication of any issues of fact or law except as provided in Section II below, and upon consent and agreement of the parties to this Consent Decree, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

## **II. JURISDICTION AND VENUE**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345 and 1355; RCRA Section 3008(a), 42 U.S.C. § 6928(a); and CWA Sections 309(b) and 311(b)(7), 33 U.S.C. §§ 1319(b) and 1321(b)(7); and over the parties to this action. The Complaint states claims upon which the Court can grant relief against Defendant, 42 U.S.C. § 6928, 33 U.S.C. §§ 1319 and 1321, and 28 U.S.C. § 1355. In addition, venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) and CWA Sections 309(b) and 311(b)(7), 33 U.S.C. §§ 1319(b) and 1321(b)(7), and RCRA Section 3008(a)(1), 42 U.S.C. § 6928(a)(1).

2. Solely for the purposes of this Consent Decree and the underlying Complaint, Defendant waives all objections and defenses that it may have to the jurisdiction of the Court or to venue in this District. Defendant shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

### **III. PARTIES BOUND**

3. This Consent Decree shall apply to and be binding upon the United States and upon Defendant and its successors and assigns, and upon all persons, firms, divisions and entities acting under, through, or for Defendant, or in concert or participation with them in carrying out this Consent Decree.

4. No change in ownership of the Facility or any portion thereof shall in any way alter Defendant's responsibilities under this Consent Decree; nor shall any change in corporate status or ownership affect Defendant's obligations under this Consent Decree. At least thirty (30) days prior to transferring ownership or operation of any part of the Facility, Defendant shall give notice of the terms of this Consent Decree to the prospective successor owner or operator of the Facility or portion thereof, and shall simultaneously verify to EPA in writing, in the manner set forth in Section XII (Notice) that such notice has been given. No such sale or transfer shall relieve Defendant of any obligation set forth herein unless agreed to in writing by the United States and approved by the Court.

### **IV. DEFINITIONS**

5. Unless otherwise expressly stated, the terms used in this Consent Decree that are defined in RCRA or the CWA, or in regulations promulgated thereunder shall have the meanings set forth in such definitions.

6. Whenever the terms listed below are used in this Consent Decree or any Attachments hereto, the following definitions shall apply:

"Consent Decree" shall mean this Consent Decree and all attachments hereto, and all modifications of this Consent Decree.

"CWA" shall mean the Federal Water Pollution Control Act, commonly known as the Clean Water Act, 33 U.S.C. §§ 1251, et seq., and any regulations promulgated thereunder.

"Day" shall mean a calendar day unless expressly stated to be a working day. "Working Day" shall mean a day other than a Saturday, Sunday or federal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday or federal holiday, the period will run until the close of business of the next Working Day.

"EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

"Facility" shall mean the facility currently owned or operated by Defendant at 530 South Rouge, Detroit, Michigan and as set forth in the Site Plan, dated September 2, 2004, attached as Exhibit 1.

"Paragraph" shall mean a portion of this Consent Decree identified by an Arabic number or upper case letter.

"Parties" shall mean the United States of America and Edwards Oil Service, Inc.

"Permanently close" shall mean closure in accordance with the methods described in 40 C.F.R. §112.2; provided, however, that nothing in this Consent Decree shall be deemed to be a limitation on Defendant's ability to (i) return a permanently closed tank to service for storage of oil, provided such tank complies with the applicable provisions of 40 C.F.R. Part 112 at the time it is returned to oil storage service, or (ii) return a permanently closed tank to service for storage of any other material other than oil provided such tank complies with applicable Federal, State and local laws.

"RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 et seq., commonly referred to as the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, and any regulations promulgated thereunder.

"Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

"United States" shall mean the United States of America, and all its departments and agencies, including the United States Environmental Protection Agency.

"Work" shall mean all activities Defendant is required to perform under this Consent Decree.

## **V. COMPLIANCE**

7. It is the express purpose of the Parties in entering into this Consent Decree to further the goals of RCRA and the CWA. Defendant shall achieve, demonstrate, and thereafter maintain compliance with RCRA and the CWA and applicable regulations promulgated thereunder in accordance with the provisions and schedules set forth in Section V. of this Consent Decree.

a. Within 120 days after the date of entry of this Consent Decree, Defendant shall complete the following tasks:

1. Install splash protection on Tanks 9, 10 and 11 as set forth in Exhibit 1 or permanently close any of such tanks that have not had splash protection installed;

2. Permanently close Tanks 15, 19-22 and 34;

3. Modify the secondary containment system and install splash protection for Tanks 29-31 as set forth in Exhibit 1 or permanently close such tanks.

b. Within 365 days after the date of entry of this Consent Decree, Defendant shall complete the following tasks:

1. Modify the secondary containment system for Tanks 12-14 and 41 and install splash protection on Tanks 12 and 13 as set forth in Exhibit 1 or permanently close such tanks;

2. Permanently close Tanks 23-25;

3. Either permanently close Tanks 50-52 or relocate Tanks 50-52 to: a) the secondary

containment system for Tanks 60 and 61; or b) the secondary containment system for Tanks 29-47. The containment system to which Tanks 50-52 are relocated, if that option is selected, shall have sufficient capacity to handle the addition of Tanks 50-52;

4. Install a secondary containment system for Tanks 60 and 61 as set forth in Exhibit 1 or permanently close such tanks;

5. Install a secondary containment system for Unloading Areas A and B as set forth in Exhibit 1.

8. In the event that Defendant does not complete the work by the deadlines specified in Paragraph 7, Defendant shall pay a stipulated penalty of \$250 for the first day of violation and for each consecutive day that violations continue thereafter: (a) 2<sup>nd</sup> through 30<sup>th</sup> day, \$250 per day; (b) 31<sup>st</sup> through 60<sup>th</sup> day, \$500 day; and (c) beyond 60<sup>th</sup> day, \$1000 per day.

9. Work Completion Report. Defendant shall submit a Work Completion Report within 30 days after completions of the Work specified in paragraphs 7.a. and 7.b. above. Each Work Completion Report shall provide a detailed description of the Work as implemented and a Certification that the work has been fully implemented pursuant to the provisions of this Consent Decree. Defendant shall pay a stipulated penalty of \$100 per day for each day that a Work Completion Report is late.

10. Notwithstanding payment of any stipulated penalties pursuant to Paragraph 8 and 9 above, the United States retains its right to seek injunctive relief in the event that Defendant fails to comply with any requirement of this Consent Decree.

## **VI. INSPECTIONS**

11. Until termination of this Consent Decree, EPA and the State of Michigan and their



representatives, contractors, consultants, and attorneys shall have the authority to enter the Facility at all times upon proper presentation of credentials to the manager or managers of the Facility for the purposes of:

- a. monitoring the progress of activities required by this Consent Decree;
- b. verifying any data or information submitted to EPA in accordance with the terms of this Consent Decree;
- c. conducting, pursuant to written protocols, any sampling or testing that EPA believes necessary to determine Defendant's compliance with this Consent Decree. Defendant shall be provided with copies of such sampling or testing protocols and offered the opportunity to take split samples; or
- d. otherwise assessing Defendant's compliance with this Consent Decree.

This provision in no way limits or affects any rights of entry and inspection held by either EPA or the State of Michigan pursuant to applicable federal or state laws or regulations.

## **VII. CIVIL PENALTY**

12. Defendant shall pay a civil penalty in the amount of \$11,000 (ELEVEN THOUSAND DOLLARS) to the United States of America within thirty (30) days after the date of entry of this Consent Decree. The payment shall be made by Federal Wire Electronic Funds Transfer ("EFT") to the Department of Justice Lockbox Bank in accordance with specific instructions to be provided to Defendant by the Financial Litigation Unit of the Office of the United States Attorney, Eastern District of Michigan, Southern Division upon entry of this Consent Decree and shall reference DOJ Case No. 90-7-1-06968 , the Edwards Oil Service facility, and United States Attorney, Eastern District of Michigan, Southern Division, Collection Office Claim No. C104-01344. Any funds

received at the Lockbox Bank after 11:00 a.m. (Eastern Time) shall be credited on the next business day. Defendant shall advise the Financial Litigation Unit of the United States Attorney's Office for the Eastern District of Michigan, Southern Division, at the time payment is being wire-transferred. In addition, Defendant shall confirm to EPA and the Department of Justice that payment has been made in accordance with Section XII (Notice), below. Interest and late charges shall be paid as specified in Paragraph 13 herein.

12.1. The civil penalty to be paid by the Defendant is premised on, and this settlement agreement is conditioned upon, the veracity and completeness of the financial information provided to the United States by Defendant. If, within 10 years after the date of lodging of this Consent Decree the United States learns from any source that the financial information provided to the United States by Defendant was incorrect as of the date of lodging of this Consent Decree to the extent that such information materially understated Defendant's ability to pay a civil penalty, Defendant shall forfeit all payments made pursuant to this Consent Decree. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose the United States' right to pursue any other causes of action arising from Defendant's providing false or materially inaccurate information to the United States.

#### **VIII. LATE PAYMENT OF CIVIL OR STIPULATED PENALTY**

13. If Defendant fails to make timely payment of the civil or stipulated penalties due under this Consent Decree, Defendant shall be liable for interest and penalties. Such late penalty payment(s) shall consist of the following:

- a. Interest at the percentage rate established by the Department of Treasury pursuant to 31 U.S.C. § 3717, for any period after the due date;

b. A handling charge of \$15 at the end of the first thirty (30) day late period and a handling charge of \$15 for each thirty (30) day late period thereafter; and

c. A six percent per annum penalty charge if the civil or stipulated penalty is not paid within ninety (90) days after the due date.

#### **IX. FORCE MAJEURE**

14. Any failure by Defendant to comply with any requirement of this Consent Decree shall not be a violation if such failure is solely the result of actions by persons or events beyond the control of the Defendant, including, but not restricted to, acts of God, acts of other parties, fires, floods, strikes, freight embargoes, or delays of contractors due to such causes. If any such event causes or may cause a delay in Defendant's compliance with any provision of this Consent Decree, Defendant shall notify the United States in writing as soon as practicable, but in any event within 10 days of when Defendant first knew of the event, or should have known of the event by the exercise of due diligence. In this notice, Defendant shall specifically reference this provision of the Consent Decree and describe the anticipated length of the delay, the cause or causes of the delay, the measures taken or to be taken by Defendant to prevent or minimize the delay, and the schedule by which those measures will be implemented. Defendant shall adopt all reasonable measures to avoid and minimize such delays.

15. Failure by Defendant to comply with the above notice requirements shall render this Section voidable by the United States as to the specific event for which Defendant failed to comply with such notice requirement, and, if voided, of no effect as to the particular event involved.

16. EPA shall notify Defendant of its agreement or disagreement with Defendant's claim of unavoidable delay or impediment to performance within 30 days of receipt of the notice provided

under this Section. If the United States agrees that the violation has been or will be caused entirely by circumstances beyond the control of Defendant or any entity controlled by Defendant, including its contractors, and that Defendant could not have foreseen and prevented such delay by the exercise of due diligence, the parties shall stipulate to an extension of the compliance requirement(s) affected by the delay by a period not exceeding the delay actually caused by such circumstances. Defendant shall not be liable for stipulated penalties for the period of any such delay.

17. If EPA does not agree with Defendant's claim of a delay or impediment to performance, either party may submit the matter to the Court for resolution pursuant to the dispute resolution procedures established in this Decree. If the Court determines that the violation has been or will be caused entirely by circumstances beyond the control of Defendant or any entity controlled by Defendant, including its contractors, and that Defendant could not have foreseen and prevented such delay by the exercise of due diligence, Defendant shall be excused as to that violation and delay (including stipulated penalties), but only for the delay actually caused by such circumstances.

18. Defendant shall bear the burden of proving that any delay of any requirement of this Consent Decree was caused entirely by or will be caused entirely by circumstances beyond the control of Defendant or any entity it controls, including its contractors, and that Defendant could not have foreseen and prevented such delay by the exercise of due diligence. Defendant shall also bear the burden of proving the duration and extent of any delay attributable to such circumstances. Absent written approval by the United States, an extension of one compliance date based on a particular event shall not of itself result in an extension of a subsequent compliance date or dates.

19. Unanticipated or increased costs or expenses associated with the performance of Defendant's obligations under this Consent Decree shall not constitute circumstances beyond

Defendant's control, or serve as a basis for an extension of time under this Section. Temporary shutdowns for routine maintenance do not constitute circumstances beyond Defendant's control for purposes of this Paragraph.

20. "Force Majeure" does not include financial inability to complete the work required under Section V of this Consent Decree.

#### **X. DISPUTE RESOLUTION**

21. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. However, the procedures set forth in this Section shall not apply to actions by the United States to enforce the obligations of Defendant under this Consent Decree that Defendant has not timely disputed in accordance with this Section.

22. Any dispute which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the Parties. The period for informal negotiations shall not exceed thirty (30) days from the time the dispute arises, unless it is modified by written agreement of the Parties. The dispute shall be considered to have arisen when one Party sends the other Party a written Notice of Dispute.

23. If the Parties are not in agreement at the end of this informal negotiations period, the position of the United States shall be controlling unless Defendant files a petition with the Court for resolution of the dispute within twenty-one (21) days of receipt of the United States' final position. The petition shall set out the nature of the dispute with a proposal for its resolution. The United States shall have twenty-one (21) days to file a response with an alternate proposal for resolution. In any such dispute, Defendant shall have the burden of proving that the United States' proposal is

arbitrary and capricious or not in accordance with law.

24. The invocation of formal dispute resolution procedures under this section shall not extend, postpone or affect any obligation of Defendant under this Consent Decree not directly in dispute, unless EPA agrees, or the Court determines, otherwise. Stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute as provided in Paragraph 23. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that the Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Paragraphs 8, 9, and 13, as applicable.

#### **XI. PUBLIC ACCESS TO INFORMATION**

25. All information and documents submitted by Defendant to EPA pursuant to this Consent Decree shall be subject to public inspection, unless identified and supported by Defendant as confidential business information in accordance with 40 C.F.R. Part 2.

26. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, the public may be given access to such documents or information without further notice in accordance with 40 C.F.R. Part 2, Subpart B.

#### **XII. NOTICE**

27. Unless otherwise provided herein, notifications to or communications with EPA or the Department of Justice shall be deemed submitted on the date they are postmarked and sent either by overnight receipt mail service or by certified or registered mail, return receipt requested.

28. Unless this Consent Decree states otherwise, all notices, submissions, or communications in connection with this Consent Decree shall be addressed as follows:

As to the United States:

Dr. Barbara Carr  
Superfund Division (SE-5J)  
U.S. EPA, Region V  
77 West Jackson Boulevard  
Chicago, Illinois 60604-3590

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044  
(reference: DOJ Case No. 90-7-1-06968)

As to the Defendant:

Mr. Raj Jaisinghani  
Edwards Oil Service, Inc.  
530 South Rouge Avenue  
Detroit, Michigan 48217

With copy to:

Jeffrey L. Woolstrum, Esq.  
Honigman, Miller, Schwartz and Cohn LLP  
660 Woodward Avenue  
Suite 2290  
Detroit, Michigan 48226

**XIII. GENERAL PROVISIONS**

29. Compliance with each and every requirement of this Consent Decree shall satisfy all civil liability of the Defendant for the United States' civil claims under RCRA and the Clean Water Act specifically alleged in the Complaint and the Notice of Violation dated August 28, 2001, through the date of lodging of this Consent Decree.

30. The United States does not, by its consent to the entry of this Consent Decree, warrant

or aver in any manner that Defendant's complete compliance with this Consent Decree will result in compliance with the provisions of RCRA or the CWA, their implementing regulations, or any permit. Notwithstanding EPA's review and approval of any plans formulated pursuant to this Consent Decree, Defendant shall remain solely responsible for compliance with RCRA, the CWA, their implementing regulations, and this Consent Decree.

31. This Consent Decree does not limit or affect the rights of Defendant or the United States as against any third parties.

32. Compliance with this Consent Decree shall not be a defense to any actions not related to this Consent Decree subsequently commenced pursuant to Federal laws and regulations administered by EPA.

33. Each Party to this action shall bear its own costs and attorney's fees; provided, however, that should Defendant subsequently be determined to have violated the terms and conditions of this Consent Decree, then Defendant shall be liable to the United States for any costs and attorney's fees incurred by the United States in any proceedings against Defendant for noncompliance with this Consent Decree.

34. Any modification of this Consent Decree must be in writing and approved by the Court. Any such written modification must be agreed to and signed by all parties to this Consent Decree.

#### **XIV. RETENTION OF JURISDICTION**

35. This Court shall retain jurisdiction to modify or enforce the terms of this Consent Decree or to take any action necessary or appropriate for its construction or execution.

#### **XV. TERMINATION**

36. After Defendant has demonstrated its full compliance with all terms of this Consent



Decree for a continuous 12-month period and has paid any stipulated penalties required by this Consent Decree, either party may file a motion, or the parties may file a joint motion, asking the Court to terminate this Consent Decree.

#### **XVI. PUBLIC COMMENT**

37. This Consent Decree shall be lodged with the Court for a period of not less than 30 days, for public notice and comment in accordance with the provisions of 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments received disclose facts or consideration which indicate that the Consent Decree is inappropriate, improper or inadequate. If no comments are received or no changes are proposed in response to public comments, Defendant consents to entry of the Consent Decree without further notice.

#### **XVII. SIGNATORIES**

38. Each undersigned representative of Defendant and the Assistant Attorney General for Environment and Natural Resources of the Department of Justice, or his representative, certifies that he or she is fully authorized to enter into the terms and conditions of this Decree and to execute and legally bind such party to this Decree.

39. Defendant agrees not to oppose entry of this Decree by this Court or to challenge any provision of this Decree unless the United States has notified Defendant in writing that it no longer supports entry of the Decree.

40. Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendant hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4

of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

SO ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2005.

---

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Edwards Oil Service, Inc. (E.D. Mich.), relating to alleged violations of RCRA and the CWA at Defendant's facility at 530 South Rouge, Detroit, Michigan:

FOR THE UNITED STATES OF AMERICA

THOMAS L. SANSONETTI  
Assistant Attorney General  
Environment and Natural Resources Division

---

W. BENJAMIN FISHEROW  
Deputy Chief  
Environmental Enforcement Section

---

GREGORY L. SUKYS  
Virginia Bar No. 24293  
Senior Attorney  
Environmental Enforcement Section  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044

STEPHEN J. MURPHY, III  
United States Attorney  
Eastern District of Michigan  
United States Attorney  
Eastern District of Michigan

---

GENEVA HALLIDAY  
Assistant United States Attorney  
Eastern District of Michigan  
Suite 2300  
211 West Fort Street  
Detroit, MI 48226

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, v. Edwards Oil Service, Inc. (E.D. Mich.), relating to alleged violations of RCRA and the CWA at Defendant's facility at 530 South Rouge, Detroit, Michigan:

FOR THE UNITED STATES OF AMERICA

FOR THE U.S. EPA

---

THOMAS L. SANSONETTI  
Assistant Attorney General  
Environment and Natural Resources Division

---


GREGORY L. SUKYS  
Virginia Bar No. 24293  
Senior Attorney  
Environmental Enforcement Section  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044

JEFFREY G. COLLINS  
United States Attorney  
Eastern District of Michigan


---

GENEVA HALLIDAY  
Assistant United States Attorney  
Eastern District of Michigan  
Suite 2300  
211 West Fort Street  
Detroit, MI 48226

---

 BHARAT MATHUR  
Acting Regional Administrator  
United States Environmental Protection  
Agency  
77 West Jackson Blvd.  
Chicago, IL 60604

---

 RICHARD M. MURAWSKI  
Assistant Regional Counsel  
United States Environmental Protection  
Agency  
77 West Jackson Blvd.  
Chicago, IL 60604

